

CROSSROADS

BANK

16430

8-1944010

9-194A009

JUL 14 1989 - II 20 AM TRANSMITTAL LETTER

July 6, 1989

INTERSTATE COMMERCE COMMISSION

Interstate Commerce Commission

12th & Constitution Ave., Northwest, Room 2303

Washington D.C. 20423

ATTEN: Mildred Lee

16430
RECORDATION NO. FILED 1425

JUL 14 1989 - II 20 AM

INTERSTATE COMMERCE COMMISSION

Dear Ms. Lee:

Effective July 6, 1989, Crossroads Bank, Victoria, Texas has taken a security interest in the following described railroad cars owned by ITG, INC. of Victoria, Texas.

TWO (2) 100 TON GONDOLA RAILROAD CARS BEARING SERIAL NO. 3029 AND 3030, LESSEE MARKS - PPU, CLASS OF CAR - GB/G513

In addition, we have an assignment of a Lease Agreement wherein ITC, INC. has leased the above referenced cars to PEORIA AND PEKIN UNION RAILWAY, No. ITG-2349. We are enclosing the original Lease Agreement and Security Agreement for your review and return to us.

The Secured Party is: CROSSROADS BANK
1501 MOCKINGBIRD/P. O. BOX 4025
VICTORIA, TEXAS 77903

The Debtor is: ITG, INC.
P. O. BOX 1777
VICTORIA, TEXAS 77902

Crossroads Bank herein requests that the enclosed originals be acknowledged and recorded by the Interstate Commerce Commission and returned to: P. O. Box 4025, Victoria, Texas 77903.

Sincerely,

Thomas H. Aughinbaugh III

Thomas H. Aughinbaugh III
President & Chief Executive Officer

THE STATE OF TEXAS
COUNTY OF VICTORIA

This instrument was acknowledged before me on the 6th day of July, 1989, by Thomas H. Aughinbaugh III, President of Crossroads Bank.

Debbie Young
Debbie Young, Notary Public

512
1501 Mockingbird at Sam Houston • 575-7481
P.O. Box 4025 • Victoria, Texas 77903
Member FDIC

16430
P. O. BOX 1777 JUL 14 1989 - 11 20 AM
VICTORIA TEXAS 77902

INTERSTATE COMMERCE COMMISSION

DEBTOR'S NAME, ADDRESS AND SOC. SEC. OR TAXPAYER I.D. NO.
("I" means each Debtor who signs)CROSSROADS BANK
1501 Mockingbird
Victoria, Texas 77903SECURED PARTY'S NAME AND ADDRESS
("You" means Secured Party its successors and assigns)

I am entering into this security agreement with you on JULY 6, 1989

Security Interest and Collateral. To secure (check one):

☒ the payment and performance of each and every debt, liability and obligation of every type and description, except in those cases listed in the "SECURED OBLIGATIONS" paragraph on the reverse side, which ITG, INC.

may now or at any time hereafter owe to you (whether such debt, liability or obligation now exists or is hereafter created or incurred, and whether it is or may be direct or indirect, due or to become due, absolute or contingent, primary or secondary, liquidated or unliquidated, or joint, several or joint and several);

☐ the debt, liability or obligation of _____ to you evidenced by the following: _____, and any extensions, renewals, refinancing, modifications or replacements thereof;

I give you a security interest in the property indicated below, whether I own it now or may own it in the future, together with all parts, accessories, repairs, improvements and accessions to the property, wherever it is located, and all proceeds and products from the property.

☐ **Inventory:** All inventory which I hold for ultimate sale or lease, or which has been or will be supplied under contracts of service, or which are raw materials, work in process, or materials used or consumed in my business.☐ **Equipment:** All equipment including, but not limited to, all machinery, vehicles, furniture, fixtures, manufacturing equipment, farm machinery and equipment, shop equipment, office and recordkeeping equipment, and parts and tools. Any equipment described in a list or schedule which I give to you will also be included in the secured property, but such a list is not necessary for a valid security interest in my equipment.☐ **Farm Products:** All farm products including, but not limited to:
(a) all poultry and livestock and their young, along with their products and produce;
(b) all crops, annual or perennial, and all products of the crops; and
(c) all feed, seed, fertilizer, medicines, and other supplies used or produced in my farming operations.☐ **Accounts, Instruments, Documents, Chattel Paper and Other Rights to Payment:** All rights I have now or may have in the future to the payment of money including, but not limited to:
(a) payment for goods sold or leased or for services rendered, whether or not I have earned such payment by performance; and
(b) rights to payment arising out of all present and future debt instruments, chattel paper and loans and obligations receivable.
The above include any rights and interests (including all liens and security interests) which I may have by law or agreement against any account debtor or obligor of mine.☐ **General Intangibles:** All general intangibles including, but not limited to, tax refunds, applications for patents, patents, copyrights, trademarks, trade secrets, good will, trade names, customer lists, permits and franchises, and the right to use my name.☒ TWO 100 TON GONDOLA RAILROAD CARS BEARING SERIAL NO. 3029 AND 3030, LESSEE
MARKS - PPU, CLASS OF CAR - GB/G513
ASSIGNMENT OF RAILROAD CAR LEASE AGREEMENT DATED JUNE 1, 1989 BETWEEN ITG, INC.
AND PEORIA AND PEKIN UNION RAILWAY, NO. ITG-2349.

If this agreement covers timber to be cut, minerals (including oil and gas), fixtures or crops growing or to be grown, the legal description is:

County _____
Crop Year _____I am a(n) ☐ individual ☐ partnership ☒ corporationThe property will be used for ☐ personal ☒ business
☐ agricultural ☐ _____ reasons.☐ If checked, file this agreement in the real estate records.

Record Owner (if not me): _____

I AGREE TO THE TERMS SET OUT ON THE FRONT AND BACK OF THIS AGREEMENT. I have received a copy of this document on today's date.

ITG, INC.

Debtor's Name

By: 
MICHAEL SAGEBIEL, PRES.

CROSSROADS BANK

Secured Party's Name

Title: _____

By: 
THOMAS H AUGHINBAUGH

By: _____

Title: PRES. & CEO

Title: _____